

Issue No.	Statement of Issue	Petitioners' Proposed Contract Language	Petitioners' Rationale	Verizon's Proposed Contract Language	Verizon Rationale
				<p>billing functions. In all cases, each Party shall follow the Exchange Message Interface ("EMI") standard and exchange records between the Parties.</p> <p>7.2.3 AT&amp;T shall exercise best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement (either via written agreement or mutual Tariffs) with any CLEC, ITC, CMRS carrier, or other LEC, to which Verizon terminates Telephone Exchange Service traffic (originated by AT&amp;T) that transits a Verizon Tandem Office. Such arrangements shall provide for direct interconnection by AT&amp;T with each such CLEC, ITC, CMRS carrier or other LEC, without the use of Verizon's Transit Service.</p> <p>7.2.4 Except as set forth in this Section 7.2.4, Verizon will not provide Tandem Transit Traffic Service for Tandem Transit Traffic that exceeds one (1) DS1 level volume of calls to a particular CLEC, ITC, CMRS carrier or other LEC for any three (3) months in any consecutive six (6) month period or for any consecutive three (3) months (the "Threshold Level"). At such time that AT&amp;T's Tandem Transit Traffic exceeds the Threshold Level, upon receipt of a written request from AT&amp;T, Verizon shall continue to provide Tandem Transit Service to AT&amp;T (for the carrier in respect of</p>	

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				<p>which the Threshold Level has been reached) for a period equal to sixty (60) days after the date upon which the Threshold Level was reached for the subject carrier (the "Transition Period"). During the Transition Period, in addition to any and all Tandem Transit Traffic rates and charges as provided in Section 7.2.6 hereof, AT&amp;T shall pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto. At the end of the Transition Period, Verizon may, in its sole discretion, terminate Tandem Transit Traffic Service to AT&amp;T with respect to the subject third party carrier, provided however, that if AT&amp;T has (i) exercised its best efforts to enter into a reciprocal Telephone Exchange Service traffic arrangement with such subject carrier; and (ii) through no fault of AT&amp;T such subject carrier has failed to enter into such an arrangement; and (iii) immediately upon the expiration of the Transition Period, AT&amp;T files a petition with the Commission (with a copy provided to Verizon on the same date) to establish reciprocal Telephone Exchange Service traffic arrangements with the subject third party carrier, then Verizon will not terminate the Transit Traffic Service until the Commission has ruled on such petition. If, at the end of the Transition Period Verizon</p>	

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				<p>does not terminate the Transit Traffic Service to AT&amp;T, AT&amp;T shall continue to pay Verizon (a) a monthly "Transit Service Trunking Charge" for each subject carrier, as set forth in Exhibit A hereto, and (b) a monthly "Transit Service Billing Fee", as set forth in Exhibit A hereto.</p> <p><b>7.2.5</b> Except as otherwise provided in Section 7.2.4 hereof, if AT&amp;T does not implement and provide notice to Verizon of the implementation of the reciprocal Telephone Exchange Service arrangement as specified in Section 7.2.3 above within one hundred eighty (180) days of the initial traffic exchange with the relevant third party carrier(s), then, in addition to any and all Tandem Transit Service rates and charges provided for in this Agreement, AT&amp;T shall pay Verizon the monthly Transit Service Billing Fee, as set forth in Exhibit A hereto, for each such carrier in respect of which AT&amp;T has not entered into such an arrangement.</p> <p><b>7.2.6</b> AT&amp;T shall pay Verizon for Transit Service that AT&amp;T originates at the rate specified in Exhibit A, plus any additional charges or costs the terminating CLEC, ITC, CMRS carrier, or other LEC, imposes or levies on Verizon for the delivery or termination of such traffic, including any Switched Exchange Access</p>	

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				<p>Service charges.</p> <p>7.2.7 If or when a third party carrier's Central Office subtends an AT&amp;T Central Office, then AT&amp;T shall offer to Verizon a service arrangement equivalent or the same as Transit Service provided by Verizon to AT&amp;T as defined in this Section 7.2 such that Verizon may terminate calls to a Central Office of another CLEC, ITC, CMRS carrier, or other LEC, that subtends an AT&amp;T Central Office ("Reciprocal Transit Service"). AT&amp;T shall offer such Reciprocal Transit Service arrangements under terms and conditions no less favorable than those provided in this Section 7.2.</p> <p>7.2.8 Neither Party shall take any actions to prevent the other Party from entering into a direct and reciprocal traffic exchange agreement with any carrier to which it originates, or from which it terminates, traffic.</p>	
V-4	<i>Should all calls originating and terminating within a LATA be subject to the same compensation arrangements without regard to end-user classification or type of traffic?</i>	<i>Sections 1.68, 5.6.2, 5.6.3 and 5.7 set forth the contract terms and conditions necessary to support AT&amp;T's position on this issue.</i>	<p>This issue is covered in the Direct Testimony of Robert J. Kirchberger at 15-18.</p> <p>In their capacity as local exchange carriers, both AT&amp;T and Verizon originate calls on their respective networks that must be terminated to the other carrier's network. AT&amp;T and Verizon deliver all intraLATA traffic -- local or toll -- over the same trunk groups. From where a customer originates a call</p>	<p><b>5.7 Reciprocal Compensation Arrangements -- Section 251(b)(5)</b></p> <p>5.7.1 Reciprocal Compensation arrangements address the transport and termination of Local Traffic over the terminating carrier's switch in accordance with Section 251 (b)(5) of the Act. Verizon's delivery of Local Traffic to AT&amp;T that originates with a third party carrier is addressed in Section 7.2. Where AT&amp;T delivers any traffic originating with a third</p>	As a matter of law, AT&T cannot pay the lower reciprocal compensation rate when it terminates intraLATA toll calls using Verizon's exchange access service. As addressed by this Commission in the <i>ISP Remand Order</i> , if telecommunications traffic falls into § 251(g), it is carved out from, and not subject to, § 251(b)(5). As this Commission held in the <i>ISP Remand Order</i> , intraLATA toll traffic is carved out from § 251(b)(5). Thus, AT&T is not entitled to LATA-wide

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			<p>should be immaterial to the rates either carrier will charge the other for the termination of that call. Therefore, all calls originated on either carrier's network should be governed by a unified reciprocal compensation regime, by applying the rates for transport and termination that govern compensation between competing local exchange carriers.</p> <p>The different rates or compensation schemes for local and toll traffic, and/or for voice and data traffic, are not supported by differences in underlying costs of providing these services. The same facilities are used to complete toll calls as are used to complete local calls. Yet, Verizon continues to charge different rates to competing carriers, depending on whether the call is characterized as "local" or "toll." Artificial discrepancies in compensation where costs are the same leads to economic inefficiencies and adverse effects on competition, as the Commission has recognized in instituting the Unified Intercarrier Compensation Regime rulemaking.<sup>1</sup> By requiring that all calls that originate and terminate within a LATA are subject to call termination charges rather than access charges, the Commission will be putting Verizon and AT&amp;T on comparable footing with regard to the costs of terminating calls and, at the same time, will be pave the way for lower</p>	<p>party carrier to Verizon, except as may be set forth herein or subsequently agreed to by the Parties, AT&amp;T shall pay Verizon the same amount that such third party carrier would have paid Verizon for termination of that traffic at the location the traffic is delivered to Verizon by AT&amp;T. Compensation for the transport and termination of traffic not specifically addressed in this Section 5.7 shall be as provided elsewhere in this Agreement, or, if not so provided, as required by the Tariffs of the Party transporting and/or terminating the traffic.</p> <p>5.7.2 Nothing in this Agreement shall be construed to limit either Party's ability to designate the areas within which that Party's Customers may make calls which that Party rates as "local" in its Customer Tariffs.</p> <p>5.7.3 The Parties shall compensate each other for the transport and termination of Local Traffic in a symmetrical manner at the rates provided in the Detailed Schedule of Itemized Charges (Exhibit A hereto), as may be amended from time to time in accordance with Exhibit A and Section 20 or, if not set forth therein, in the applicable Tariff(s) of the terminating Party, as the case may be. These rates are to be applied at the AT&amp;T-IP for traffic delivered by Verizon, and at the Verizon-IP for traffic delivered by AT&amp;T. Except as</p>	<p>reciprocal compensation.</p> <p>Intercarrier compensation issues are being considered comprehensively in the Commission's CC Docket No. 01-92 <i>In the Matter of Developing of a Unified Intercarrier Regime</i> and this issue should be deferred to that proceeding.</p> <p>UNE Panel--Direct Testimony on Non-Mediation Issues beginning at 33.</p> <p>UNE Panel--Rebuttal Testimony on Non-Mediation Issues beginning at 31.</p>

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			<p>intraLATA toll prices and new service plans.</p> <p>Verizon's position increases the administrative costs associated with transport and termination. Today each carrier incurs costs to track the originating point of every call so that it can be reconciled in the billing settlement process as either "local" or "toll." That distinction will not be necessary with a unified compensation mechanism. Moreover, going forward, the change AT&amp;T advocates will reduce the costs of changing calling plans from "toll" to "local" because such changes would not require changes in the way terminating calls are tracked.</p> <p>"END NOTE"</p> <p>1/ Re: Notice of Proposed Rulemaking, Developing a Unified Inter-carrier Compensation Regime, CC Docket No. 01-92 (April 19, 2001). See Separate Statement of Chairman Powell: "As all regulators and businesses know, however, the rates for interconnecting with the phone network vary depending on the type of company that is doing the interconnecting. In a competitive environment, this leads to arbitrage and inefficient entry incentives, as companies try to interconnect at the most attractive rates. I support this <i>Notice</i> because it seeks comment on</p>	<p>expressly specified in this Agreement, no additional charges, including port or transport charges, shall apply for the termination of Local Traffic delivered to the Verizon-IP or the AT&amp;T-IP by the other Party. When Local Traffic is terminated over the same trunks as Toll Traffic, any port or transport or other applicable access charges related to the delivery of Toll Traffic from the IP to an end user shall be prorated to be applied only to the Toll Traffic. The designation of traffic as Local or Non-Local Traffic for purposes of Reciprocal Compensation shall be based on the actual originating and terminating points of the complete end-to-end communication.</p> <p><b>5.7.4</b> No Reciprocal Compensation shall apply to Internet Traffic. If the amount of traffic (excluding Toll Traffic) that Verizon delivers to AT&amp;T exceeds twice the amount of traffic that AT&amp;T delivers to Verizon as Local Traffic ("2:1 ratio"), then the amount of traffic that Verizon delivers to AT&amp;T in excess of such 2:1 ratio shall be presumed to be Internet Traffic and shall not be subject to Reciprocal Compensation.</p> <p><b>5.7.5</b> Transport and termination of the following types of traffic shall not be subject to the Reciprocal Compensation arrangements set forth in this Section 5.7, but instead shall be treated as described or referenced</p>	

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			how we can make these varied intercarrier compensation regimes more consistent with each other and, thus, with competition."	<p>below:</p> <p><b>5.7.5.1</b> No Reciprocal Compensation shall apply to special access, private line, or any other traffic that is not switched by the terminating Party.</p> <p><b>5.7.5.2</b> IntraLATA intrastate alternate-billed calls (e.g., collect, calling card, and third-party billed calls originated or authorized by the Parties' respective Customers in Virginia) shall be treated in accordance with an arrangement mutually agreed to by the Parties.</p> <p><b>5.7.5.3</b> Switched Exchange Access Service and InterLATA or IntraLATA Toll Traffic shall continue to be governed by the terms and conditions of the applicable federal and state Tariffs and, where applicable, by a Meet-Point Billing arrangement in accordance with Section 6.3.</p> <p><b>5.7.5.3.1</b> At such time that the Parties reach agreement upon a mutually acceptable settlement process, the originating Party will receive a credit for reciprocal compensation in those instances:</p> <p>(i) where IntraLATA 8YY</p>	

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				<p>Toll Traffic calls are translated by the originating Party prior to delivery by that Party of such traffic to the terminating Party, and</p> <p>(ii) where the terminating Party bills the originating Party Reciprocal Compensation in error for such IntraLATA 8YY Toll Traffic; and</p> <p>(iii) where the originating Party provides appropriate records to the terminating Party to substantiate each request for credit.</p> <p>Subsequent to the Effective Date of this Agreement, the Parties shall negotiate a mutually acceptable settlement process for reciprocal compensation credits in accordance with this Section 5.7.7.3.1</p>	
V-4-a	<p><i>Should reciprocal compensation provisions apply between AT&amp;T and Verizon for all traffic originating from UNE-P customers of AT&amp;T and terminating to other retail customers in the same LATA, and for all traffic terminating to AT&amp;T UNE-P customers originated by other retail customers in the same LATA?</i></p> <p>Issues V.4A and V.3 are identical and, inadvertently, were separately stated in AT&amp;T's Petition.</p>	<p><i>Sections 1.68, 5.6.2, 5.6.3 and 5.7 set forth the contract terms and conditions necessary to support AT&amp;T's position on this issue.</i></p>	<p>This issue is covered in the Direct Testimony of Robert J. Kirchberger at 18-20.</p> <p>This issue is a narrow subset of the broader issue for a unified reciprocal compensation regime in Issue V.4. All AT&amp;T UNE-P local and intraLATA traffic originating, terminating and transiting over Verizon's network should be treated in exactly the same manner as Verizon treats its own comparable traffic. AT&amp;T would not pay access</p>	Same as Issue V-3.	Same as Issue V-3.

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			<p>charges because the calls never touch AT&amp;T's network. Rather, such calls would be compensated under a reciprocal compensation regime.</p> <p>Verizon should treat UNE-P-based calls to and from third party CLECs as its own traffic for the purpose of setting reciprocal compensation obligations. This proposal simplifies "transit traffic" compensation arrangements. It eliminates the need for costly and time-consuming processes to negotiate and manage multiple interconnection agreements among all local service providers in Verizon's territory. For Verizon, this approach also eliminates the requirement that Verizon act as a clearinghouse for the creation and exchange of message records among the various CLECs operating in its territory, thereby relieving Verizon of the costs of maintaining that service.</p> <p>Verizon, through its agreements with the third parties, would obtain reciprocal compensation for carrying transit traffic. For traffic from AT&amp;T's UNE-P customers, Verizon would collect reciprocal compensation from the third party as if it had originated the traffic for termination by the third party, although it did not. The collection of such charges compensates Verizon for the use of its network.</p>		

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V-5	When requested, must Verizon provide customized routing (provided as part of local switching) that directs OS/DA traffic to trunk groups that may commingle traffic from the intrastate and the interstate jurisdictions?		Resolved		Resolved.
V-6	<i>Under what terms and conditions must Verizon provide AT&amp;T with access to local loops when Verizon deploys Next Generation Digital Loop Carrier (NGDLC) loop architecture?</i>	<i>Section 11.2 of AT&amp;T's proposed agreement set forth contract terms and conditions that are necessary and appropriate to assure that AT&amp;T may access an entire loop when Verizon deploys NGDLC architecture.</i>	AT&T has provide a sufficient basis for requiring access to "entire" local loops where Verizon deploys NGDLC and such access is clearly called for. However, AT&T has not objected to a deferral of the issue in response to Verizon's motion, provided that the FCC will promptly issue in the instant proceeding any orders that are required to implement its order from a docket of a general application in which this issue is addressed	<p><b>11.2 Loops</b></p> <p><i>Subject to the conditions set forth in Section 11.7, Verizon shall allow AT&amp;T to access Loops unbundled from local switching and local transport as required by Applicable Law, in accordance with the terms and conditions set forth in this Section 11.2. The available Loop types are as set forth below:</i></p> <p><b>11.2.1</b> <i>"2-Wire Analog Voice Grade Loop" or "Analog 2W" provides an effective 2-wire channel with 2-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals and loop-start signaling. The service is more fully described in Verizon TR-72565, as revised from time to time. If "Customer-Specified Signaling" is requested, the service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, and no signaling. The service is more fully described in Verizon TR-72570, as revised from time to time.</i></p>	Verizon VA's proposed interconnection agreement includes DLC served loops within those loops to which Verizon VA provides unbundled access under § 11.2 with one exception. Section 11.7.6 governs loops that are served by Integrated Digital Loop Carrier ("IDLC"), which is defined in § 1.39 as a subscriber loop carrier system which integrates within the switch at a DS 1 level that is twenty-four (24) Loop transmission paths combined into a 1.544 Mbps digital signal. Under § 11.7.6, if AT&T orders one or more loops provisioned over IDLC or remote switching technology deployed as a loop concentrator, Verizon VA shall, where available, move the requested loop(s) to a spare physical loop, if one is existing and available, at no additional charge to AT&T. If, however, no spare physical loop is available, Verizon VA shall within three business days of AT&T's request notify AT&T of the lack of available facilities. AT&T may then at its discretion make a Network Element Bona Fide Request to Verizon VA to provide the unbundled loop through the demultiplexing of the integrated

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				<p><i>11.2.2 "4-Wire Analog Voice Grade Loop" or "Analog 4W" provides an effective 4-wire channel with 4-wire interfaces at each end that is suitable for the transport of analog Voice Grade (nominal 300 to 3000 Hz) signals. The service will operate with one of the following signaling types that may be specified when the service is ordered: loop-start, ground-start, loop-reverse-battery, duplex, and no signaling. The service is more fully described in Verizon TR-72570, as revised from time to time.</i></p> <p><i>11.2.3 "2-Wire ISDN Digital Grade Loop" or "BRI ISDN" provides a channel with 2-wire interfaces at each end that is suitable for the transport of 160 kbps digital services using the ISDN 2B1Q line code, as described in ANSI T.1601-1998 and Verizon TR 72575, as revised from time to time. In some cases, loop extension equipment may be necessary to bring the line loss within acceptable levels. Verizon will provide loop extension equipment only upon request. Such request will be treated as request for a Digital Design Loop pursuant to Section 11.2.12.</i></p> <p><i>11.2.4 "2-Wire ADSL-Compatible Loop" or "ADSL 2W" provides a channel with 2-wire interfaces at each end that is suitable for the transport of digital signals up to 8</i></p>	<p>digitized loop(s). AT&amp;T may also make a Network Element Bona Fide Request for access to unbundled local loops and the loop concentration site point.</p> <p>Verizon VA also proposes sub-loop arrangements and line and station transfers to provide access to the HFPL where DLC has been deployed.</p> <p>AT&amp;T's definition of NGDLC loops is not consistent with the Commission's definition of a local loop. AT&amp;T defines NGDLC loops to include "line cards, DSLAM functionality, line splitters (whether or not integrated with the DSLAM), other remote terminal electronics, and the functionality resident in Verizon's central office that multiplexes and/or demultiplexes, aggregates and/or disaggregates commingled communications to permit exchange of communications between the retail customer's premises and the network of the retail customer's chosen service provider." The Commission, has made clear on several occasions that the local loop does not include all of these facilities.</p> <p>Moreover, Verizon does not have NGDLC of the type sought by AT&amp;T deployed within its network, and currently lacks the regulatory authority to deploy such an architecture.</p>

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				<p><i>Mbps toward the Customer and up to 1 Mbps. from the Customer. In addition, ADSL-Compatible Loops will be available only where existing copper facilities can meet applicable industry standards. The upstream and downstream ADSL power spectral density masks and dc line power limits in Verizon TR 72575, Issue 2, as revised from time to time, must be met.</i></p> <p><i>11.2.5 "2-Wire HDSL-Compatible Loop" or "HDSL 2W" consists of a single 2-wire non-loaded, twisted copper pair that meets the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time to time, must be met. HDSL compatible Loops will be available only where existing copper facilities can meet applicable specifications. The 2-wire HDSL-compatible loop is only available in former Bell Atlantic service areas.</i></p> <p><i>11.2.6 "4-Wire HDSL-Compatible Loop" or "HDSL 4W" consists of two 2-wire non-loaded, twisted copper pairs that meet the carrier serving area design criteria. The HDSL power spectral density mask and dc line power limits referenced in Verizon TR 72575, Issue 2, as revised from time to time, must be met. HDSL compatible Loops will be available only where existing copper</i></p>	<p>Verizon's contract language provides access to the HFPL where fiber has been deployed: AT&amp;T currently can access the high frequency portion of a loop served by DLC equipment by deploying a Telephone Outside Plant Interconnection Cabinet ("TOPIC") at or near the Feeder/Distribution Interface ("FDI") "accessible terminal" that connects Verizon's copper distribution to Verizon's DLC supported feeder, and then by purchasing a subloop feeder element to transport the data signal back to the central office. AT&amp;T may also use its own facilities or those of a third party to transport the data over a network separate from Verizon's. Finally, AT&amp;T may place its own Digital Subscriber Line Access Multiplexer ("DSLAM") or other equipment at or near the remote terminal to connect the fiber feeder or copper distribution plant. Thus, Verizon's proposed language satisfies its requirements under Commission rules. While the Commission has recognized that there may be other ways in which "line sharing" might be implemented where there is fiber in the loop, it has not mandated any particular method. Instead, the Commission initiated further proceedings to address the various methods by which CLECs can access the unbundled HFPL where an ILEC has deployed fiber in the loop (e.g., where the loop is served through a fiber-fed DLC at a remote terminal).</p>

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				<p>facilities can meet applicable specifications.</p> <p><i>11.2.7 "2-Wire IDSL-Compatible Metallic Loop" consists of a single 2-wire non-loaded, twisted copper pair that meets revised resistance design criteria. This UNE loop, is intended to be used with very-low band symmetric DSL systems that meet the Class 1 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3) and are not compatible with 2B1Q 160 kbps ISDN transport systems. The actual data rate achieved depends upon the performance of AT&amp;T-provided modems with the electrical characteristics associated with the loop. This loop cannot be provided via UDLC. IDLC-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.</i></p> <p><i>11.2.8 "2-Wire SDSL-Compatible Loop", is intended to be used with low band symmetric DSL systems that meet the Class 2 signal power limits and other criteria in the draft T1E1.4 loop spectrum management standard (T1E1.4/2000-002R3). This UNE loop consists of a single 2-wire non-loaded, twisted copper pair that meets Class 2 length limit in T1E1.4/2000-002R3. The data rate achieved depends on the performance of the</i></p>	<p>AT&amp;T language that would implement its preferred method of access to the HFPL where Verizon has deployed fiber. AT&amp;T's language, however, goes beyond the Act and the Commission's requirements and ignores the necessity to evaluate all technical and operational issues surrounding its proposals. AT&amp;T is an active participant in the Commission's rulemaking on this issue. Verizon filed comments in that proceeding outlining in detail its objections to AT&amp;T's proposals. Because AT&amp;T's proposals would have an industry-wide impact, principles of administrative efficiency and rulemaking dictate that this issue should be litigated in the pending rulemaking, not in the context of an interconnection agreement arbitration involving four parties.</p> <p>Verizon Advanced Services Direct Testimony pages 28–58, 63–68; Verizon Advanced Services Panel Rebuttal Testimony at pages 56-62.</p>

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				<p><i>AT&amp;T-provided modems with the electrical characteristics associated with the loop. SDSL-compatible local loops will be provided only where facilities are available and can meet applicable specifications. Verizon will not build new copper facilities.</i></p> <p><b>11.2.9</b> <i>"4-Wire DS1-compatible Loop" provides a channel with 4-wire interfaces at each end. Each 4-wire channel is suitable for the transport of 1.544 Mbps digital signals simultaneously in both directions using PCM line code. DS-1-compatible Loops will be available where existing copper facilities can meet the specifications in ANSI T1.403 and Verizon TR 72575, as revised from time to time.</i></p> <p><b>11.2.10</b> <i>"4-Wire 56 kbps Loop" is a 4-wire Loop that provides a transmission path that is suitable for the transport of digital data at a synchronous rate of 56 kbps in opposite directions on such Loop simultaneously. A 4-Wire 56 kbps Loop consists of two pairs of non-loaded copper wires with no intermediate electronics or it consists of universal digital loop carrier with 56 kbps DDS dataport transport capability. Verizon shall provide 4-Wire 56 kbps Loops to AT&amp;T in accordance with, and subject to, the technical specifications set forth in Verizon Technical Reference TR72575, Issue 3, as such issue may</i></p>	

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				<p><i>be revised from time to time after the Effective Date.</i></p> <p><b>11.2.11</b> "DS-3 Loop" will support the transmission of isochronous serial bipolar data at a transmission rate of 44.736 megabits per second (MBPS) or the equivalent of 28 DS-1 channels. A DS-3 Loop may use a variety of transport system technologies, including, but not limited to, asynchronous fiber optic transport systems and Synchronous Optical Network transport systems. DS-3 specifications are referenced in Verizon's TR 72575, as revised from time to time. Verizon shall provide AT&amp;T with access to a DS-3 Loop only from a Serving Wire Center that is equipped to provide such loop and only where necessary facilities are available.</p> <p><b>11.2.12</b> "Digital Designed Loops" are comprised of designed loops that meet specific AT&amp;T requirements for metallic loops over 18k ft. or for conditioning of ADSL, HDSL, IDSL, SDSL or BRI ISDN (Premium) Loops. "Digital Designed Loops" may include requests for:</p> <p>A) a 2W Digital Designed Metallic Loop with a total loop length of 18k to 30k ft., unloaded, with bridged tap(s) removed, at AT&amp;T's option;</p>	

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				<p>B) a 2W ADSL Loop of 12k to 18k ft. with bridged tap(s) removed, at AT&amp;T's option;</p> <p>C) a 2W ADSL Loop of less than 12k ft. with bridged tap(s) removed, at AT&amp;T's option;</p> <p>D) a 2W HDSL Loop of less than 12k ft. with bridged tap(s) removed, at AT&amp;T's option;</p> <p>E) a 4W HDSL Loop of less than 12k ft with bridged tap(s) removed, at AT&amp;T's option;</p> <p>F) a 2W Digital Designed Metallic Loop with Verizon-placed ISDN loop extension electronics;</p> <p>G) a 2W SDSL Loop with bridged tap(s) removed, at AT&amp;T's option;</p> <p>H) a 2W IDSL Loop of less than 18k ft. with bridged tap(s) removed, at AT&amp;T's option.</p> <p>Requests for repeaters for 2W and 4W HDSL Loops with lengths of 12k ft. or more shall be considered pursuant to the Network Element Bona Fide Request process set forth in Exhibit B.</p>	

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				<p><i>11.7.6 Verizon shall provide AT&amp;T access to its Loops at each of Verizon's Wire Centers for Loops terminating in that Wire Center. In addition, if AT&amp;T orders one or more Loops provisioned via Integrated Digital Loop Carrier or Remote Switching technology deployed as a Loop concentrator, Verizon shall, where available, move the requested Loop(s) to a spare physical Loop, if one is existing and available, at no additional charge to AT&amp;T. If, however, no spare physical Loop is available, Verizon shall within three (3) Business days of AT&amp;T's request notify AT&amp;T of the lack of available facilities. AT&amp;T may then at its discretion make a Network Element Bona Fide Request to Verizon to provide the unbundled Local Loop through the demultiplexing of the integrated digitized Loop(s). AT&amp;T may also make a Network Element Bona Fide Request for access to Unbundled Local Loops at the Loop concentration site point. Notwithstanding anything to the contrary in this Agreement, standard provisioning intervals shall not apply to Loops provided under this Section 11.7.6.</i></p> <p><i>11.2.18.6.3 AT&amp;T may obtain access to a Sub-Loop Distribution facility only at an FDI and only from a Telecommunications Carrier outside plant interconnection cabinet</i></p>	

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				<p>(a "TOPIC") or, if AT&amp;T is collocated at a remote terminal equipment enclosure and the FDI for such Sub-Loop Distribution facility is located in such terminal, from the collocation arrangement of AT&amp;T at such terminal. To obtain access to a Sub-Loop Distribution facility, AT&amp;T shall install a TOPIC on an easement or Right of Way obtained by AT&amp;T within 100 feet of the Verizon FDI to which such Sub-Loop Distribution facility is connected. A TOPIC must comply with applicable industry standards. Subject to the terms of applicable Verizon easements, Verizon shall furnish and place an interconnecting cable between a Verizon FDI and an AT&amp;T TOPIC and Verizon shall install a termination block within such TOPIC. Verizon shall retain title to and maintain the interconnecting cable. Verizon shall not be responsible for building, maintaining or servicing the TOPIC and shall not provide any power that might be required by AT&amp;T for any electronics in the TOPIC. AT&amp;T shall provide any easement, Right of Way or trenching or other supporting structure required for any portion of an interconnecting cable that runs beyond a Verizon easement.</p> <p><b>11.2.18.6.4</b> AT&amp;T may request from Verizon by submitting a loop make-up engineering query to Verizon, and Verizon shall provide to</p>	

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				<p>AT&amp;T, the following information regarding a Sub-Loop Distribution facility that serves an identified Customer: the Sub-Loop Distribution's length and gauge, whether the Sub-Loop Distribution has loading and bridged tap, the amount of bridged tap (if any) on the Sub-Loop Distribution facility and the location of the FDI to which the Sub-Loop Distribution facility is connected.</p> <p><b>11.2.18.6.5</b> To order access to a Sub-Loop Distribution facility, AT&amp;T must first request that Verizon connect the Verizon FDI to which the Sub-Loop Distribution facility is connected to an AT&amp;T TOPIC. To make such a request, AT&amp;T must submit to Verizon an application (a "Sub-Loop Distribution Facility Interconnection Application") that identifies the FDI at which AT&amp;T wishes to access the Sub-Loop Distribution facility. A Sub-Loop Distribution Facility Interconnection Application shall state the location of the TOPIC, the size of the interconnecting cable and a description of the cable's supporting structure. A Sub-Loop Distribution Facility Interconnection Application shall also include a five-year forecast of AT&amp;T's demand for access to Sub-Loop Distribution facilities at the requested FDI. AT&amp;T must submit the application fee as determined by Verizon (a "Sub-Loop Distribution</p>	

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				<p>Application Fee") with a Sub-Loop Distribution Facility Interconnection Application. AT&amp;T must submit Sub-Loop Distribution Facility Interconnection Applications to:</p> <p>USLA Project Manager Verizon Room 509 125 High Street Boston, MA 02110 E-Mail: <u>Collocation.applications@BellAtlantic.com</u></p> <p><b>11.2.18.6.6</b> Within sixty (60) days after it receives a complete Sub-Loop Distribution Facility Interconnection Application for access to a Sub-Loop Distribution Facility and the Sub-Loop Distribution Application Fee for such application, Verizon shall provide to AT&amp;T a work order that describes the work that Verizon must perform to provide such access (a "Sub-Loop Distribution Work Order") and a statement of the cost of such work (a "Sub-Loop Distribution Interconnection Cost Statement").</p> <p><b>11.2.18.6.7</b> AT&amp;T shall pay to Verizon fifty percent (50%) of the cost set forth in a Sub-Loop Distribution Interconnection Cost Statement within sixty (60) days of AT&amp;T's receipt of such statement and the associated Sub-Loop Distribution</p>	

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				<p>Work Order, and Verizon shall not be obligated to perform any of the work set forth in such order until Verizon has received such payment. A Sub-Loop Distribution Interconnection Application shall be deemed to have been withdrawn if AT&amp;T breaches its payment obligation under this Section 11.2.18.6.7. Upon Verizon's completion of the work that Verizon must perform to provide AT&amp;T with access to a Sub-Loop Distribution facility, Verizon shall bill AT&amp;T, and AT&amp;T shall pay to Verizon, the balance of the cost set forth in the Sub-Loop Distribution Interconnection Cost Statement for such access.</p> <p><b>11.2.18.6.8</b> After Verizon has completed the installation of the interconnecting cable to an AT&amp;T TOPIC and AT&amp;T has paid the full cost of such installation, AT&amp;T can request the cross connection of a Verizon Sub-Loop Distribution facility to the AT&amp;T TOPIC. At the same time, AT&amp;T shall advise Verizon of the services that AT&amp;T plans to provide over the Sub-Loop Distribution facility, request any conditioning of the Sub-Loop Distribution facility and assign the pairs in the interconnecting cable. AT&amp;T shall run any crosswires within the TOPIC.</p> <p><b>11.2.18.6.9</b> If AT&amp;T requests that Verizon reactivate an unused</p>	

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				<p>drop and NID, then AT&amp;T shall provide dial tone (or its DSL equivalent) on the AT&amp;T side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician will run the appropriate cross connection to connect the Verizon Sub-Loop Distribution facility to the AT&amp;T dial tone or equivalent from the TOPIC. If AT&amp;T requests that Verizon install a new drop and NID, then AT&amp;T shall provide dial tone (or its DSL equivalent) on the AT&amp;T side of the applicable Verizon FDI at least twenty four (24) hours before the due date. On the due date, a Verizon technician shall run the appropriate cross connection of the facilities being reused at the Verizon FDI and shall install a new drop and NID. If AT&amp;T requests that Verizon provide AT&amp;T with access to a Sub-Loop Distribution facility that, at the time of AT&amp;T's request, Verizon is using to provide service to a Customer, then, after AT&amp;T has looped two interconnecting pairs through the TOPIC and at least twenty four (24) hours before the due date, a Verizon technician shall crosswire the dial tone from the Verizon central office through the Verizon side of the TOPIC and back out again to the Verizon FDI and Verizon Sub-Loop Distribution facility using the "loop through" approach. On the due date, AT&amp;T shall disconnect Verizon's dial</p>	

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				<p><i>tone, crosswire its dial tone to the Sub-Loop Distribution facility and submit AT&amp;T's long-term number portability request.</i></p> <p><b>11.2.18.6.10</b> Verizon shall not provide access to a Sub-Loop Distribution facility if Verizon is using the loop of which the Sub-Loop Distribution facility is a part to provide line sharing service to another CLEC or a service that uses derived channel technology to a Customer unless such other CLEC first terminates the Verizon-provided line sharing or such Customer first disconnects the service that utilizes derived channel technology.</p> <p><b>11.2.18.6.11</b> Verizon shall provide AT&amp;T with access to a Sub-Loop Distribution facility in accordance with negotiated intervals.</p> <p><b>11.2.18.6.12</b> Verizon shall repair and maintain a Sub-Loop Distribution facility at the request of AT&amp;T and subject to the time and material rates set forth in Exhibit A. AT&amp;T accepts responsibility for initial trouble isolation for Sub-Loop Distribution facilities and providing Verizon with appropriate dispatch information based on its test results. If (a) AT&amp;T reports to Verizon a Customer trouble, (b) AT&amp;T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Verizon Sub-Loop</p>	

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				<p><i>Distribution facilities or equipment in whole or in part, then AT&amp;T shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when the Customer contact as designated by AT&amp;T is not available at the appointed time. If as the result of AT&amp;T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&amp;T by Verizon. If as the result of AT&amp;T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"), a charge set forth in Exhibit A will be assessed per occurrence to AT&amp;T by Verizon.</i></p> <p><b>11.2.18.6.13</b> Rates for Sub-Loop Distribution facilities shall be established in accordance with Section 11.11.1 of this Agreement.</p> <p><b>11.2.18.6.14</b> To the extent required by Applicable Law, Verizon shall allow AT&amp;T to collocate equipment in a Verizon remote terminal equipment enclosure in accordance, with, and subject to, the rates, terms and conditions set forth in Section 13 of this Agreement.</p> <p><b>11.2.18.7</b> <u>Feeder Sub-Loop</u></p> <p><b>11.2.18.7.1</b> Subject to the</p>	

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				<p>conditions set forth in Section 11.7 and upon request, Verizon shall provide AT&amp;T with access to a Feeder Sub-Loop (as such term is hereinafter defined) in accordance with, and subject to, the terms and provisions of this Section 11.2.18. A Feeder Sub-Loop means a DS1- or DS3- transmission path over a feeder facility in Verizon's network between a Verizon end office and either a Verizon remote terminal equipment enclosure (an "RTEE") that subtends such end office or a TOPIC (as such term is hereinafter defined) located within 100 feet of a Verizon feeder distribution interface (such an interface, an "FDI") that subtends the end office and that AT&amp;T has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and AT&amp;T that governs the establishment of such TOPIC.</p> <p><b>11.2.18.7.2</b> AT&amp;T may obtain access to a Feeder Sub-Loop only from an AT&amp;T collocation arrangement in the Verizon end office where such Feeder Sub-Loop originates and Verizon shall terminate a Feeder Sub-Loop in an RTEE that subtends such end office only if AT&amp;T has a collocation arrangement in such RTEE. Upon AT&amp;T's request, Verizon will connect a Feeder Sub-Loop to an AT&amp;T collocation arrangement in the Verizon end office where the Feeder</p>	

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				<p><i>Sub-Loop originates and to either an AT&amp;T collocation arrangement in the Verizon RTEE that subtends such end office or an AT&amp;T Telecommunications Carrier outside plant interconnection cabinet (such a cabinet, a "TOPIC") located within 100 feet of the FDI that subtends the end office and that AT&amp;T has established in accordance with, and subject to the terms and provisions of, an agreement between Verizon and AT&amp;T that governs the establishment of such TOPIC. Verizon shall connect a Feeder Sub-Loop to the point of termination bay of an AT&amp;T collocation arrangement and to an AT&amp;T TOPIC by installing appropriate cross connections and Verizon shall be solely responsible for installing such cross connections. AT&amp;T may obtain access to a Feeder Sub-Loop between an end office and an RTEE or a TOPIC only if DS1- or DS3-capable transmission facilities are available and not in use between such office and RTEE or TOPIC. If a DS1- or DS3-capable transmission facility is not available between an end office and an RTEE or TOPIC or if such a facility is available but is in use between such office and RTEE or TOPIC, then Verizon shall construct such a facility upon request by AT&amp;T and subject to Verizon's special construction terms, conditions and rates. A location must be fed by fiber to be eligible for a DS3 Unbundled Feeder Sub-loop Element (UFSE)</i></p>	

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				<p>services. <i>Fiber Optic facilities will not be constructed to deliver a UFSE service.</i></p> <p><b>11.2.18.7.3</b> <i>AT&amp;T shall run any crosswires within an AT&amp;T physical collocation arrangement and an AT&amp;T TOPIC and AT&amp;T will have sole responsibility for identifying to Verizon where a Feeder Sub-Loop should be connected to an AT&amp;T collocation arrangement. AT&amp;T shall be solely responsible for providing power and space for any cross connects and other equipment that Verizon installs in a TOPIC, and AT&amp;T shall not bill Verizon, and Verizon shall not pay AT&amp;T, for providing such power and space.</i></p> <p><b>11.2.18.7.4</b> <i>Verizon shall not be obligated to provide to AT&amp;T any multiplexing at an RTEE or at a TOPIC or to combine a Feeder Sub-Loop with a Distribution Sub-Loop. If AT&amp;T requests access to a Feeder Sub-Loop and a Distribution Sub-Loop that are already combined, such combination shall be deemed to be a loop and Verizon shall provide such loop to AT&amp;T in accordance with, but only to the extent required by, the terms, provisions and rates in the Interconnection Agreement that govern loops, if any.</i></p> <p><b>11.2.18.7.5</b> <i>Verizon shall provide AT&amp;T with access to a Feeder Sub-Loop in accordance with</i></p>	

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				<p><i>negotiated intervals.</i></p> <p><b>11.2.18.7.6</b> Verizon shall repair and maintain a Feeder Sub-Loop at the request of AT&amp;T and subject to the time and material rates set forth in Exhibit A. AT&amp;T may not rearrange, disconnect, remove or attempt to repair or maintain any Verizon equipment or facilities without the prior written consent of Verizon. AT&amp;T accepts responsibility for initial trouble isolation for Feeder Sub-Loops and providing Verizon with appropriate dispatch information based on its test results. If (a) AT&amp;T reports to Verizon a trouble, (b) AT&amp;T requests a dispatch, (c) Verizon dispatches a technician, and (d) such trouble was not caused by Feeder Sub-Loop facilities or equipment in whole or in part, then AT&amp;T shall pay Verizon the charge set forth in Exhibit A for time associated with said dispatch. In addition, this charge also applies when an AT&amp;T contact as designated by AT&amp;T is not available at the appointed time. If as the result of AT&amp;T instructions, Verizon is erroneously requested to dispatch to a site on Verizon company premises ("dispatch in"), a charge set forth in Exhibit A will be assessed per occurrence to AT&amp;T by Verizon. If as the result of AT&amp;T instructions, Verizon is erroneously requested to dispatch to a site outside of Verizon company premises ("dispatch out"),</p>	

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				<p>a charge set forth in Exhibit A will be assessed per occurrence to AT&amp;T by Verizon.</p> <p><b>11.2.18.7.7</b> Rates for Feeder Sub-Loop shall be established in accordance with Section 11.11.1 of this Agreement.</p> <p><b>13.6</b> Verizon shall allow AT&amp;T to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, and subject to, the rates, terms and conditions set forth in applicable Verizon tariffs, as amended from time to time, and Verizon shall do so regardless of whether or not such rates, terms and conditions are effective. Notwithstanding anything else set forth in this Agreement, Verizon shall allow AT&amp;T to collocate equipment in a Verizon remote terminal equipment enclosure in accordance with, but only to the extent required by, Applicable Law.</p>	
V-7	Should Verizon Commit To Specific Intervals For Local Number Portability Provisioning For Larger Customers?	<p>Schedule 14 of AT&amp;T's proposed agreement sets forth contract terms and conditions that are necessary and appropriate to support off-hours porting. In addition, AT&amp;T has proposed the following language in its testimony:</p> <p><i>The carrier from which a telephone number is being ported shall, upon receipt of a valid LSR, be able to meet a three (3) calendar day maximum</i></p>	Verizon should provide number porting and provisioning to AT&T for business customers with a large quantity of numbers to be ported in an established five (5) calendar day porting interval, similar to what Pac Bell is doing in California. Verizon should be required to commit to five business days for porting more than 200 numbers as a rule <b>unless</b> Verizon can provide AT&T with a justification as to why the order	<p>14.0 NUMBER PORTABILITY – SECTION 251(b)(2)</p> <p><b>14.1 Scope</b></p> <p>The Parties shall provide Number Portability ("NP") in accordance with the requirements of the Act and applicable rules and regulations as from time to time prescribed by the FCC and/or the Commission to the extent such</p>	<p>Verizon has documented porting intervals in its CLEC handbook Volume 3, Section 5. These intervals are as follows:</p> <p>Up to 50 lines: 3 business days 51-100 lines: 4 business days 101-200 lines: 5 business days &gt; 200 lines: negotiated interval</p> <p>For a large request of greater than 200 lines, Verizon needs to assess the</p>

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